

## BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date: 15 September 2004 Division: Growth Management

Bulk Item: Yes X No        Department: Marine Resources

#### AGENDA ITEM WORDING:

Approval of an amendment to the contract between Monroe County and the South Florida Water Management District (SFWMD) providing funds for three stormwater improvement projects.

#### ITEM BACKGROUND:

The grant contract between Monroe County and the SFWMD provides funds, matched by County gas tax dollars, to implement stormwater improvements in three areas, Key West, Stock Island, and Big Pine Key. The project originally called for four projects. However, a Key Largo road project completed last year ultimately required minimal stormwater improvements. Thus, the attached contract amendment reflects a reduction of projects and focusing remaining funds on the improvements currently under development for Key Deer Boulevard on Big Pine Key. The Contract requires no additional commitment of County funds.

#### PREVIOUS RELEVANT BOCC ACTION:

May 2002 – contract approved

#### CONTRACT/AGREEMENT CHANGES:

Change to project scope of work, no additional funding commitment

#### STAFF RECOMMENDATIONS;

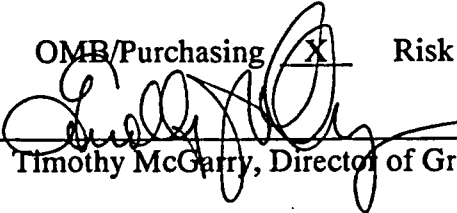
Approval

TOTAL COST: \$1,643,814 BUDGETED: Yes X No       

COST TO COUNTY: \$800,000 SOURCE OF FUNDS: Gas Tax revenue

REVENUE PRODUCING: Yes        No X AMOUNT Per Month        Year       

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:   
Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X To Follow        Not Required       

DISPOSITION:        AGENDA ITEM NO.: I-6

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

## CONTRACT SUMMARY

Contract with: <u>SFWMD</u>	Contract # <u>          </u>
	Effective Date: <u>05/02</u>
	Expiration Date: <u>NA</u>
Contract Purpose/Description: <u>Monroe County Stormwater Implementation Project</u>	

Contract Manager:	<u>Garrett</u> (Name)	<u>2507</u> (Ext.)	<u>Marine Resources / 11</u> (Department/Stop #)
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**for BOCC meeting on 9/15/04                      Agenda Deadline: 8/30/04**

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 1,643,814 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☒ No ☐ Account Codes: 125-22524-GR0224  
 Grant: \$ 800,000 125-22524-GR0225  
 County Match: \$ 843,814 125-22524-GR0226  
125-22524-GR0227

### ADDITIONAL COSTS

Estimated Ongoing Costs: \$NA/yr  
(Not included in dollar value above)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	9-8-04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	9-8-04
Risk Management	9-7-04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	9-7-04
O.M.B./Purchasing	9/7/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	9/7/04
County Attorney	9.2.04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	9.2.04

Comments: \_\_\_\_\_



ORIGINAL

# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

**C-12176-A01**

**AMENDMENT NO. 01**

**TO AGREEMENT NO. C- 12176**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**MONROE COUNTY, FLORIDA**

This **AMENDMENT NO. 01**, entered into on \_\_\_\_\_, to that **AGREEMENT** dated July 29, 2002, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Monroe County, Florida (**COUNTY**).

**WITNESSETH THAT:**

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend the **AGREEMENT** in order to amend the Statement of Work, revise the Payment and Deliverable Schedule, and decrease the County's total cost- share contribution;

NOW THEREFORE, the **DISTRICT** and the **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
2. The Statement of Work is hereby revised in accordance with Exhibit "C1", attached hereto and made a part of this **Amendment No. 01**.
3. The **DISTRICT** anticipates a decrease in the total project cost to One Million Six Hundred Forty-Three Thousand Eight Hundred Fourteen Dollars and No Cents (\$1,643,814.00) of which the **DISTRICT's** not-to-exceed contribution remains at Eight Hundred Thousand Dollars and No Cents (\$800,000.00) with the balance of matching funds and/or in-kind services to be contributed by the **COUNTY** in the amount



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

of Eight Hundred Forty-Three Thousand Eight Hundred Fourteen Dollars and No Cents (\$843,814.00).

4. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "D1", attached hereto and made a part of this **AMENDMENT NO. 01**.
5. All other terms and conditions of the **AGREEMENT**, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 01** on the date first written above.

### **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_

**Frank Hayden, Procurement Director**

**SFWMD PROCUREMENT APPROVED**

By: \_\_\_\_\_

Date: \_\_\_\_\_

### **MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT "C1"**

### **STATEMENT OF WORK**

#### **Monroe County Stormwater Improvements Project**

##### **1.0 INTRODUCTION**

Monroe County completed its Stormwater Management Master Plan (SMMP) in the spring of 2001 and the Board of County Commissioners adopted the SMMP in June of that year. The SMMP provides specific recommendations for a number of projects and other general recommendations as it relates to County road right-of-ways. As a result, the Board of County Commissioners passed Resolution No. 501-2001, requiring that all future work on County rights-of-way include stormwater improvements where practical and feasible.

This Amendment modifies the location for the stormwater portion of one of the four road improvement projects and modifies the reporting updates. The road improvement, originally scheduled to occur in Key Largo, will take place at Key Deer Boulevard on Big Pine Key. Also, the payment schedule has been modified; however, the total cost to the District remains unchanged at \$800,000. The overall project cost is projected to be \$1,643,814.

##### **2.0 SCOPE OF WORK**

The County will be completing a series of projects involving Key Deer Boulevard on Big Pine Key

##### **3.0 WORK BREAKDOWN STRUCTURE**

###### **Task I. Palm Avenue, Key West**

###### **Project Deliverables**

The COUNTY will provide quarterly updates on project progress. These updates will include any physical reports and invoices provided to the COUNTY by its subcontractors on the project.

## **Task II. Stock Island**

### **Project Deliverables**

The COUNTY will provide quarterly updates on project progress. These updates will include any physical reports and invoices provided to the COUNTY by its subcontractors on the project.

### **Project Cost.**

The Project cost, upon certification by the County Engineer and DISTRICT that the project is complete according to engineering plans, will be a lump sum amount of \$364,870.

## **Task III. Big Pine Key – Project Area 10.**

### **Project Deliverables**

The COUNTY will provide quarterly updates on project progress. These updates will include any physical reports and invoices provided to the COUNTY by its subcontractors on the project.

### **Project Cost**

The Project cost, upon certification by the County Engineer and DISTRICT that the project is complete according to engineering plans, will be a lump sum amount of \$60,000.

## **Task IV. Big Pine Key – Key Deer Boulevard**

### **A. Site Improvements –**

1. Site improvements will be made to the area within the rights-of-way identified below. The COUNTY or its subcontractors will make site improvements in accordance with standard engineering practices under the direction of the County Engineer.
2. Site work will include construction of all new or repair of existing stormwater drainage structures.

**B. Site Inspection**

1. At times, agreeable to the DISTRICT and the COUNTY (County Engineer), site inspections of the project will be made prior to and at project completion. The purpose of these inspections will be to allow the DISTRICT to verify that the project is proceeding.

**C. Project Deliverables**

1. The COUNTY will provide quarterly updates on project progress. These updates will include any physical reports and invoices provided to the COUNTY by its subcontractors on the project.

**D. Project Cost**

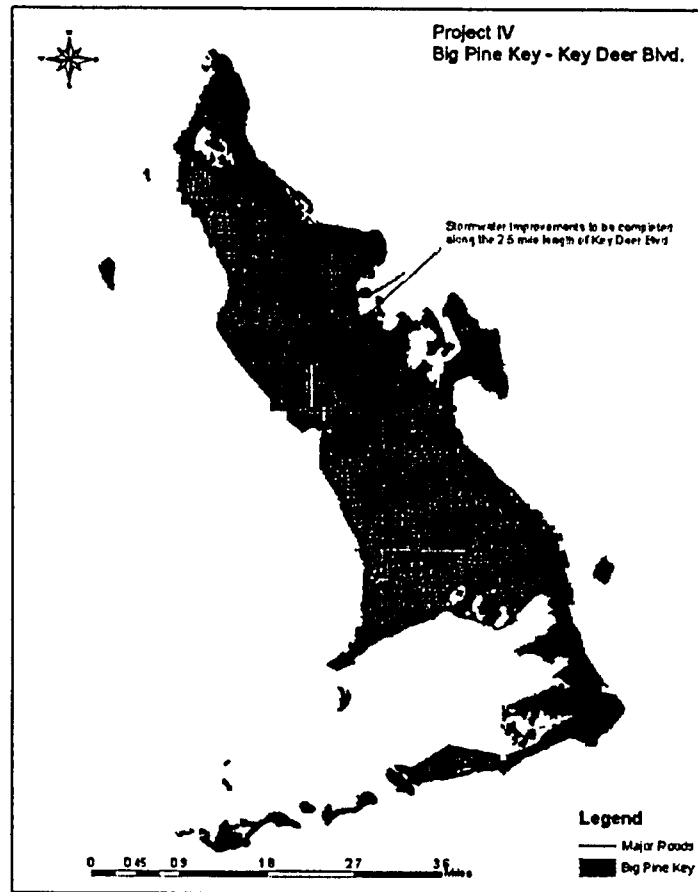
1. The Project cost, upon certification by the County Engineer and DISTRICT that the project is complete according to engineering plans, will be a lump sum amount of \$165,130.

**E. Project Revisions**

1. Based on constraints that may come up during project completion, revision may be made to the stormwater components. Said revisions must be approved by the DISTRICT and be in general accord with the purpose of the stormwater components of the project, to eliminate a direct stormwater discharge to Outstanding Florida Waters.

## 4.0 LOCATION OF THE PROJECT

### Big Pine Key – Key Deer Boulevard



**EXHIBIT "D"****PAYMENT AND DELIVERABLE SCHEDULE**

Task No.	Task Description	Deliverable	Due Date	Project Cost	SFWM D Not-to-Exceed
I	Key West-Palm Ave.	Quarterly rpts.	<u>12/31/2002</u>	<u>\$439,074</u>	<u>\$210,000</u>
II	Stock Island-19 Streets	Quarterly rpts.	<u>02/28/2004</u>	<u>\$729,740</u>	<u>\$364,870</u>
III	Big Pine Key-17 Streets	Quarterly rpts.	<u>12/31/2004</u>	<u>\$125,000</u>	<u>\$60,000</u>
IV	Big Pine Key-Key Deer	Quarterly rpts.	<u>12/31/2004</u>	<u>\$350,000</u>	<u>\$165,130</u>
Total				<u>\$1,643,814</u>	<u>\$800,000</u>

Clerk's

**ORIGINAL**

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH:

Name: MONROE COUNTY, FLORIDA

Address: 5100 College Road

Key West, FL 33040

Project Manager: George Garrett

Telephone No: (305) 289-2507

Fax No: (305) 289-2536

Hereinafter referred to as: COUNTY

This number must appear on all Invoices and Correspondence

**C-12176**

M/WBE Goal: 0%

## COST SHARING INFORMATION

Total Project Cost: \$ 2,268,698.00

COUNTY Contribution: \$ 1,468,698.00

## PROJECT TITLE: MONROE COUNTY STORMWATER IMPROVEMENT PROJECTS

The following Exhibits are attached hereto and made a part of this AGREEMENT:

Exhibit "A" - Not Applicable  
Exhibit "B" - General Terms and Conditions  
Exhibit "C" - Statement of Work  
Exhibit "D" - Payment and Deliverable Schedule  
Exhibit "E" - Not Applicable  
Exhibit "F" - Not Applicable  
Exhibit "G" - Not Applicable

Exhibit "H" - Not Applicable  
Exhibit "I" - Not Applicable  
Exhibit "J" - Not Applicable  
Exhibit "K" - Not Applicable  
Exhibit "L" - Not Applicable  
Exhibit "M" - Not Applicable

TOTAL DISTRICT CONSIDERATION: \$800,000.00

Multi-Year Funding (If Applicable)

Fiscal Year:

Fiscal Year:

Fiscal Year:

\*Subject to District Governing Board Annual Budget Approval

AGREEMENT TYPE: Not-to-Exceed

Fiscal Year:

Fiscal Year:

Fiscal Year:

AGREEMENT TERM: 3 year

District Project Manager: Rhonda Haag

Telephone No: (305) 853-3219

Fax No. (305) 853-3221

EFFECTIVE DATE: May 1, 2002

District Contract Administrator:

Patrick Ryan (561) 682-6757

Fax No.: (561) 682-6397 or (561) 681-6275

SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT:

South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406  
Attention: Procurement Division

SUBMIT NOTICES TO THE COUNTY AT:  
MONROE COUNTY, FLORIDA

5100 College Road

Key West, FL 33040

Attention: George Garrett

IN WITNESS WHEREOF, the authorized representative hereby executes this AGREEMENT on this date, and accepts all Terms and Conditions under which it is issued.

MONROE COUNTY, FLORIDA

Accepted By:

Signature of Authorized Representative

Title:

Date:

*Charles "Sonny" McCoy*

*Mayor/Chairman*

*07-17-02*

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD

Accepted By:

*Frank Hayden*  
Frank Hayden, Procurement Director

Date:

*7/29/02*

SFWMD PROCUREMENT APPROVED

By:

*Patrick M. Ryan*

Date:

*6/19/02*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
*Robert N. White*  
ROBERT N. WHITE



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **EXHIBIT "B"**

### **GENERAL TERMS AND CONDITIONS**

#### **ARTICLE 1 - STATEMENT OF WORK**

1.1 The COUNTY shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C" and made a part of this AGREEMENT.

1.2 As part of the services to be provided by the COUNTY under this AGREEMENT, the COUNTY shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The COUNTY shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the AGREEMENT. This paragraph shall survive the expiration or termination of this AGREEMENT.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this AGREEMENT.

#### **ARTICLE 2 - COMPENSATION/ CONSIDERATION**

2.1 The total consideration for all work required by the DISTRICT pursuant to this AGREEMENT shall not exceed the amount as indicated on Page 1 of this AGREEMENT. Such amount includes all expenses which the COUNTY may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this AGREEMENT shall be paid in accordance with, and subject to the multi-year funding allocations for each DISTRICT fiscal year indicated on Page 1 of this AGREEMENT. Funding for each applicable fiscal year of this AGREEMENT is subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in

this AGREEMENT to the contrary. The DISTRICT will notify the COUNTY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.

2.3 The COUNTY assumes sole responsibility for all work which is performed pursuant to the Statement of Work, Exhibit "C". By providing funding hereunder, the DISTRICT does not make any warranty, guaranty, or any representation whatsoever regarding the correctness, accuracy, or reliability of any of the work performed hereunder.

2.4 The COUNTY by executing this AGREEMENT, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration, are accurate, complete, and current at the time of contracting. The COUNTY agrees that the DISTRICT may adjust the consideration for this AGREEMENT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The DISTRICT shall make any such adjustment within one (1) year following the expiration or termination of this AGREEMENT.

#### **ARTICLE 3 - INVOICING AND PAYMENT**

3.1 The COUNTY's invoices shall reference the DISTRICT's Contract Number and shall be sent to the DISTRICT's address specified on Page 1 of this AGREEMENT. The COUNTY shall not submit invoices to any other address at the DISTRICT.

3.2 The COUNTY shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached hereto as Exhibit "D" and made a part of this AGREEMENT. In the event the schedule does not specify payment on a completion of deliverable basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports, receipts and subcontractor invoices.



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

### **EXHIBIT "B"**

### **GENERAL TERMS AND CONDITIONS**

3.3 The DISTRICT shall pay the full amount of the invoice within thirty (30) days following DISTRICT acceptance of services and/or deliverable(s) required by this AGREEMENT. However, failure by the COUNTY to follow the foregoing instructions and submit acceptable services and or deliverables(s) may result in an unavoidable delay of payment by the DISTRICT.

3.4 Unless otherwise stated herein, the DISTRICT shall not pay for any obligation or expenditure made by the COUNTY prior to the commencement date of this AGREEMENT.

#### **ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE**

4.1 The parties shall direct all technical matters arising in connection with the performance of this AGREEMENT, other than invoices and notices, to the attention of the respective Project Managers specified on Page 1 of the AGREEMENT for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this AGREEMENT. The COUNTY shall direct all administrative matters, including invoices and notices, to the attention of the DISTRICT's Contract Administrator specified on Page 1 of the AGREEMENT.

All formal notices between the parties under this AGREEMENT shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on Page 1 of the AGREEMENT. The COUNTY shall also provide a copy of all notices to the DISTRICT's Project Manager. All notices required by this AGREEMENT shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the DISTRICT under this AGREEMENT shall reference the DISTRICT's Contract Number specified on Page 1 of the AGREEMENT.

#### **ARTICLE 5 - INSURANCE**

5.1 The COUNTY assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the COUNTY and the officers, employees, servants, and agents thereof. The COUNTY warrants and represents that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the COUNTY's officers, employees, servants and agents while acting within the scope of their employment during performance under this AGREEMENT. The COUNTY and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

5.2 In the event the COUNTY subcontracts any part or all of the work hereunder to any third party, the COUNTY shall require each and every subcontractor to identify the DISTRICT as an additional insured on all insurance policies as required by the COUNTY. Any contract awarded by the COUNTY for work under this AGREEMENT shall include a provision whereby the COUNTY's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the DISTRICT harmless from all damages arising in connection with the COUNTY's subcontract.

#### **ARTICLE 6 - TERMINATION/REMEDIES**

6.1 If either party fails to fulfill its obligations under this AGREEMENT in a timely and proper manner, the other party shall have the right to terminate this AGREEMENT by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, the non-defaulting party shall have the option to terminate this AGREEMENT



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

## **EXHIBIT "B"**

### **GENERAL TERMS AND CONDITIONS**

at the expiration of the ten (10) day time period. Should the DISTRICT elect to terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover procurement costs, in addition to all other remedies under law and/or equity.

6.2 The DISTRICT may terminate this AGREEMENT with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the COUNTY. The performance of work under this AGREEMENT may be terminated by the DISTRICT in accordance with this clause in whole, or from time to time in part, whenever the DISTRICT shall determine that such termination is in the best interest of the DISTRICT. Any such termination shall be effected by delivery to the COUNTY of a Notice of Termination specifying the extent to which performance of work under the AGREEMENT is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the DISTRICT shall compensate the COUNTY for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "C", Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this AGREEMENT. The DISTRICT may withhold all payments to the COUNTY for such work until such time as the DISTRICT determines the exact amount due to the COUNTY.

6.3 If either party initiates legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

6.4 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.5 The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the COUNTY to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the COUNTY in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The COUNTY shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. Upon resumption of work, if deemed appropriate by the DISTRICT, the DISTRICT shall initiate an amendment to this AGREEMENT to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

6.6 The DISTRICT anticipates a total project cost as indicated on Page 1, with the balance of matching funds and/or in-kind services to be obtained from the COUNTY in the amount as specified on Page 1 of this AGREEMENT. In the event such COUNTY matching funding and/or in-kind services becomes unavailable, that shall be good and sufficient cause for the DISTRICT to terminate the AGREEMENT pursuant to Paragraph 6.2 above.

### **ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP**

7.1 The COUNTY shall maintain records and the DISTRICT shall have inspection and audit rights as follows:

A. Maintenance of Records: The COUNTY shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this AGREEMENT including supporting documentation for any service rates, expenses, research or reports. Such records shall



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### EXHIBIT "B"

### GENERAL TERMS AND CONDITIONS

be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this AGREEMENT.

**B. Examination of Records:** The DISTRICT or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five years from the date of final payment under this AGREEMENT and upon reasonable notice, time and place.

**C. Extended Availability of Records for Legal Disputes:** In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute, and all such records shall be made readily available to the DISTRICT.

7.2 The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the COUNTY, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C". Statement of Work (the "Work"). In consideration for the DISTRICT entering into this AGREEMENT, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the COUNTY, the COUNTY hereby assigns, transfers, sells and otherwise grants to the DISTRICT any and all rights it now has or may have in the Work (the "Grant").

This Grant shall be self-operative upon execution by the parties hereto, however the COUNTY agrees to execute and deliver to the DISTRICT any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the DISTRICT. The COUNTY may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This

paragraph shall survive the termination or expiration of this AGREEMENT.

7.3 The COUNTY represents and warrants that proprietary software, if any, to be provided to the DISTRICT by the COUNTY hereunder, as specifically identified in Exhibit "C". Statement of Work shall have been developed solely by or for the COUNTY, or lawfully acquired under license from a third party, including the right to sublicense such software. The COUNTY shall include copyright or proprietary legends in the software and on the label of the medium used to transmit the software. The COUNTY shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. The DISTRICT acknowledges that title to the software identified in Exhibit "C" shall remain with the Licensor.

7.4 Any equipment purchased by the COUNTY with DISTRICT funding under this CONTRACT shall be returned and title transferred from the COUNTY to the DISTRICT immediately upon termination or expiration of this AGREEMENT upon the written request of the DISTRICT not less than thirty (30) days prior to AGREEMENT expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the DISTRICT with a value equal to or greater than \$500.00 and with a normal expected life of one (1) year or more. The COUNTY will maintain any such equipment in good working condition while in its possession and will return the equipment to the DISTRICT in good condition, less normal wear and tear. The COUNTY will use its best efforts to safeguard the equipment throughout the period of performance of this AGREEMENT. However the DISTRICT will not hold the COUNTY liable for loss or damage due to causes beyond the COUNTY's reasonable control. In the event of loss or damage, the COUNTY shall notify the DISTRICT in writing within five (5) working days of such occurrence.

7.5 The DISTRICT has acquired the right to use certain software under license from third parties. For purposes of this AGREEMENT, the DISTRICT may permit the COUNTY access to certain third



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT EXHIBIT "B" GENERAL TERMS AND CONDITIONS**

party owned software on DISTRICT computer systems. The COUNTY acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated DISTRICT owned systems or equipment. Removal of any copy of licensed software is prohibited.

### **ARTICLE 8 - STANDARDS OF COMPLIANCE**

8.1 The COUNTY, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this AGREEMENT. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the COUNTY, upon request, as to any such laws of which it has present knowledge.

8.2 The COUNTY hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this AGREEMENT. The COUNTY shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this AGREEMENT. In the event it is necessary for either party to initiate legal action regarding this AGREEMENT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

8.4 The COUNTY, by its execution of this AGREEMENT, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the DISTRICT is a convicted vendor or, if the COUNTY or any affiliate of the COUNTY has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The COUNTY further understands and accepts that this AGREEMENT shall be either void by the DISTRICT or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance

with the mandates of Section 287.133, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the COUNTY for any work or materials furnished.

8.5 The COUNTY shall be responsible and liable for the payment of all of its FICA/Social Security and other applicable taxes resulting from this AGREEMENT.

8.6 The COUNTY warrants that it has not employed or retained any person, other than a bona fide employee working solely for the COUNTY, to solicit or secure this AGREEMENT. Further the COUNTY warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the COUNTY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this AGREEMENT. For breach of this provision, the DISTRICT may terminate this AGREEMENT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the COUNTY assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the COUNTY.

8.7.1 Pursuant to Sections 119.07(3)(o), and 240.241 Florida Statutes, data processing software obtained by an agency under a license AGREEMENT which prohibits its disclosure and which software is a trade secret, as defined in Sections 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the DISTRICT, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the COUNTY (Licensee) hereunder, the DISTRICT shall advise the COUNTY (Licensee) of such request and, as between the DISTRICT and the COUNTY



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### EXHIBIT "B"

### GENERAL TERMS AND CONDITIONS

(Licensee), it shall be the COUNTY's (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The COUNTY shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this AGREEMENT. A delay in obtaining permits shall not give rise to a claim by the COUNTY for additional compensation. If the COUNTY is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this AGREEMENT, each party to bear its own costs, notwithstanding other provisions of this AGREEMENT to the contrary.

8.9 Pursuant to Section 216.347, F.S., the COUNTY is prohibited from the expenditure of any funds under this AGREEMENT to lobby the Legislature, the judicial branch, or another state agency.

8.10 The DISTRICT is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this AGREEMENT involves a project consistent with these goals and objectives. Consequently, the DISTRICT is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its COUNTY. Therefore, as the DISTRICT'S COUNTY for this project, the COUNTY assures the DISTRICT that the COUNTY, its employees, subcontractors and assigns will refrain from acting adverse to the DISTRICT'S legitimate interest in promoting the goals and objectives of this project. The COUNTY agrees to take all reasonable measures necessary to effectuate these assurances. In the event the COUNTY determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the DISTRICT. Upon such notification the DISTRICT, in its discretion, may terminate this AGREEMENT.

#### ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The COUNTY shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this AGREEMENT. Both parties are free to enter into contracts with other parties for similar services.

9.2 It is the intent and understanding of the Parties that this AGREEMENT is solely for the benefit of the COUNTY and the DISTRICT. No person or entity other than the COUNTY or the DISTRICT shall have any rights or privileges under this AGREEMENT in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The COUNTY shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be void.

9.4 The COUNTY shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgement, lien, or any form of indebtedness.

9.5 The DISTRICT assumes no duty with regard to the supervision of the COUNTY and the COUNTY shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of AGREEMENT performance.

#### ARTICLE 10 - MBE PARTICIPATION

10.1 The COUNTY hereby acknowledges that no Minority Business Enterprises (MBE) participation goal has been established for this AGREEMENT; however, both parties agree to provide the other advance notice of competitive contracts that may result from this AGREEMENT along with timelines



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

### **EXHIBIT "B"**

### **GENERAL TERMS AND CONDITIONS**

for public notice and award of such contracts. In the event subsequent competitive contract awards do result in M/WBE participation, such participation shall be reported to the other party. Both the COUNTY and the DISTRICT will ensure compliance with the provisions of their respective program, laws, ordinances and policies and will support the other's initiatives to the extent allowed by law.

#### **ARTICLE 11 - YEAR 2000 COMPLIANCE**

Article 11 is hereby deleted.

#### **ARTICLE 12 - GENERAL PROVISIONS**

12.1 Notwithstanding any provisions of this AGREEMENT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this AGREEMENT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this AGREEMENT shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this AGREEMENT specifies that performance by COUNTY is specifically required during the occurrence of any of the events herein mentioned.

12.2 In the event any provisions of this AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No

waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this AGREEMENT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

12.4 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this AGREEMENT, to the extent that the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.

12.5 This AGREEMENT may be amended only with the written approval of the parties hereto.

12.6 This AGREEMENT states the entire understanding and AGREEMENT between the parties and supersedes any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matter of this AGREEMENT. The COUNTY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

#### **ARTICLE 13 - SAFETY REQUIREMENTS**

13.1 The COUNTY shall require appropriate personal protective equipment in all operations where there is exposure to hazardous conditions.

13.2 The COUNTY shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### EXHIBIT "B"

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measures. A Material Safety Data Sheet (MSDS) shall be provided by the COUNTY to the DISTRICT on each chemical product used.

13.3 The COUNTY shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or DISTRICT safety and health standards.

13.4 It is the COUNTY's sole duty to provide safe and healthful working conditions to its employees and those of the DISTRICT on and about the site of AGREEMENT performance.

13.5 The COUNTY shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

13.6 The COUNTY shall erect and maintain, as required by existing conditions and performance of the AGREEMENT, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

13.7 The COUNTY shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

13.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

13.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the COUNTY, or the COUNTY's subcontractors; and

13.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

13.8 The COUNTY shall provide first aid services and medical care to its employees.

13.9 The COUNTY shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the AGREEMENT.

13.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the COUNTY shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

13.11 *Environmental:* When the COUNTY, COUNTY's subcontractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the COUNTY shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the AGREEMENT. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the COUNTY's sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the DISTRICT requirements.

13.12 The DISTRICT may order the COUNTY to halt operations under the AGREEMENT, at the COUNTY's expense, if a condition of immediate danger to the public and/or DISTRICT employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the COUNTY to the DISTRICT; and the COUNTY shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

**EXHIBIT "C"****STATEMENT OF WORK  
Monroe County Stormwater Improvements Projects****1.0 INTRODUCTION**

Monroe County (COUNTY) completed its Stormwater Management Master Plan (SMMP) in the spring of 2001 and the Board of County Commissioners adopted the SMMP in June of that year.

The SMMP provides specific recommendations for a number of projects and other general recommendations as it relates to COUNTY road right-of-ways. As a result, the Board of County Commissioners passed Resolution No. 501-2001, requiring that all future work on COUNTY rights-of-way include stormwater improvements where practical and feasible.

This Scope of Work provides descriptive language and general engineering specifications for the stormwater portion of four (4) road improvement projects, one (1) in Key West, two (2) in the lower Florida Keys, and one in Key Largo. Partial funding for this project in the amount of \$500,000.00 is being derived from Special Appropriation 1748 from the State Legislature in Fiscal Year 2002 and in the amount of \$200,000.00 under Special appropriation 1591G for Fiscal Year 2001.

**2.0 SCOPE OF WORK**

The overall project shall entail making stormwater improvements to four (4) project areas. These project areas include one (1) street (Palm Avenue) in Key West, nineteen (19) streets on Stock Island, seventeen (17) streets on Big Pine Key, and fourteen (14) Streets in Key Largo.

2.1 The area of Palm Avenue, Key West shall be improved over the course of a six (6) to eight (8) month project period. Improvements and area changes shall include reconstruction of a preexisting stormwater conveyance system, construction of a bike path, minor realignment and resurfacing of existing road surfaces, and re-vegetation of newly created drainage swales using native Florida Keys and other vegetation.

2.2 The COUNTY is undertaking a road resurfacing project on Stock Island. With the resurfacing effort, new stormwater drainage and conveyance systems shall be installed on each of nineteen (19) streets. The project area shall be provided within the right-of-way for a bike path as well.

2.3 The COUNTY will be completing a road resurfacing project on Big Pine Key. With the resurfacing effort, new stormwater drainage and conveyance systems shall be installed on each of seventeen (17) streets.

2.4 The COUNTY will complete a series of projects involving fourteen (14) streets on the island Key Largo. Each has an identified stormwater retention problem.

Only stormwater improvements are encompassed in this Statement of Work. The COUNTY shall also install four (4) signs at each of the major project sites that recognize the DISTRICT's participation in the project. Such signs shall be in accordance with the minimum specifications of the COUNTY.

### 3.0 WORK BREAKDOWN STRUCTURE

The COUNTY shall, in addition to the Tasks I - IV, also construct signage at each of the project sites to recognize the DISTRICT as a sponsor of the project. Plans of the signage shall be provided to the DISTRICT in advance for approval.

#### Task I. Palm Avenue, Key West

##### A. Site Improvements

1. In accordance with COUNTY engineering plans, as approved by the DISTRICT, site improvements shall be made to the area within the Palm Avenue right-of-way. The COUNTY or its subcontractors shall make site improvements in accordance with standard engineering practices under the direction of the COUNTY Engineer.
2. Site work shall include demolition and disposal of the existing stormwater conveyance system (concrete) and re-grading of the area to accommodate the construction of all new stormwater drainage structures as provided in COUNTY engineering plans.
3. COUNTY stormwater drainage structural improvements shall include thirteen (13) injection wells with structure, two (2) twenty foot (20') Ex-filtration trenches, one (1) top slab and catch basin grate, and one (1) top slab and manhole cover.

##### B. Stormwater Related Landscape Improvements

1. Upon completion of the stormwater drainage system, the COUNTY shall provide landscaping for the area.
2. COUNTY landscaping shall include St. Augustine grass sod to reduce runoff rates, siltation, and dust along the drainage system swales. Other COUNTY landscaping shall include (allowing for substitution), a variety of native and other shrubs and trees as follows:

(a)	25,450	Gulf Muhley Grass
(b)	4,400	Indian Blanket
(c)	2,450	Yellow Top/Coreopsis/Silk Grass
(d)	1,250	Spider Lily and Golden Rod mix
(e)	180	Sea Oxeye Daisy
(f)	61	Sable Palm
(g)	64	Jamica Caper
(h)	141	Red Top Cocoplum
(i)	112	Mulch

**C. Site Inspection**

1. At times agreeable to the DISTRICT and the COUNTY (COUNTY Engineer) site inspections of the project shall be made prior to and at project completion. The purpose of these inspections shall be to allow the DISTRICT to verify that the project is proceeding in accordance with the COUNTY engineering plans.

**D. Project Deliverables**

1. The COUNTY shall provide monthly updates on project progress. These updates shall include pictures and any physical reports and invoices provided to the COUNTY by its subcontractors on the project and approved by the COUNTY.

**E. Project Cost**

1. Upon certification by the COUNTY Engineer and DISTRICT approval that the project is complete and in accordance with COUNTY engineering plans the DISTRICT'S project cost will be 50% of the actual costs not to exceed \$210,000.

**F. Project Revisions**

1. Based on constraints that may come up during project completion, revisions may be made to the stormwater components, as identified above and in accordance with COUNTY engineering plans. COUNTY revisions shall be approved by the DISTRICT in writing in advance and be in accordance with the purpose of the stormwater components of the project, to eliminate a direct stormwater discharge to Outstanding Florida Waters.

**Task II. Stock Island**

- A. In accordance with COUNTY engineering plans, as approved by the DISTRICT, site improvements shall be made to the area within the rights-of-way identified below. The COUNTY or its subcontractors shall make site improvements in accordance with standard engineering practices under the direction of the COUNTY Engineer:

1. Road Rights-of-Way

- (a) Cross Street
- (b) Miriam Street
- (c) Roberta Street
- (d) 2<sup>nd</sup> Street
- (e) 5<sup>th</sup> Street
- (f) 2<sup>nd</sup> Terrace
- (g) 2<sup>nd</sup> through 12<sup>th</sup> Avenues
- (h) Peninsular Avenue
- (i) Shrimp Road

2. Site work shall include re-grading of the rights-of-way adjacent to all included road surface areas to accommodate the construction of all new stormwater drainage structures as provided in the COUNTY engineering plans.
3. Said stormwater drainage structural improvements shall include three (3) injection wells with structure, three (3) catch basins, thirteen (13) PVC drain basins and grates, ninety (90) PVC C900 pipe, 725 polyethylene corr pipe trench, and 9,020 sections of seepage trench.

**B. Site Inspection**

1. At times agreeable to the DISTRICT and the COUNTY (COUNTY Engineer) site inspections of the project shall be made prior to and at project completion. The purpose of these inspections shall be to allow the DISTRICT to verify that the project is proceeding in accordance with COUNTY engineering plans.

**C. Project Deliverables**

1. The COUNTY shall provide monthly updates on project progress. These updates shall include pictures and any physical reports and invoices provided to the COUNTY by its subcontractors on the project and approved by the COUNTY.

**D. Project Cost**

1. Upon certification by the County Engineer and DISTRICT approval that the project is complete and in accordance with COUNTY engineering plans the DISTRICT'S project cost will be 50% of the actual costs not to exceed \$405,000.

**E. Project Revisions**

1. Based on constraints that may come up during project completion, revisions may be made to the stormwater components, as identified above. COUNTY revisions shall be approved by the DISTRICT in writing and in advance and be in accordance with the purpose of the stormwater components of the project, to eliminate a direct stormwater discharge to Outstanding Florida Waters.

**Task III. Big Pine Key**

**A. Site Improvements –**

1. In accordance with COUNTY engineering plans, as approved by the DISTRICT, site improvements shall be made to the area within the rights-of-way specified below. The COUNTY or its subcontractors shall make site improvements in accordance with standard engineering practices under the direction of the COUNTY Engineer.

**(a) Road Rights-of-Way**

- (1) 1<sup>st</sup> Street**

**BOARD OF COUNTY COMMISSIONERS**

MAYOR, Jack London, District 2  
Mayor Pro Tem, Wilhelmina Harvey, District 1  
Shirley Freeman, District 3  
Keith Douglass, District 4  
Mary Kay Reich, District 5

x4515

TO: TINA, OMB

FROM: ALI X2505  
FAX X2536RE: ORIGINAL SOUTH  
FLORIDA H2O CONTRACTPGS: 17-21 (INCLUDING COVER  
17-21 out of 21

- (2) 2<sup>nd</sup> Street
- (3) Father Tony Way
- (4) 3<sup>rd</sup> Street
- (5) 4<sup>th</sup> Street
- (6) 5<sup>th</sup> Street
- (7) Avenues A through J
- (8) County Road
- (9) Roosevelt

2. Site work by the COUNTY shall include re-grading of the rights-of-way adjacent to all included road surface areas to accommodate the construction of all new stormwater drainage structures to be provided in the COUNTY engineering plans.

**B. Site Inspection**

1. At times agreeable to the DISTRICT and the COUNTY (COUNTY Engineer) site inspections of the project shall be made prior to and at project completion. The purpose of these inspections shall be to allow the DISTRICT to verify that the project is proceeding according to the COUNTY engineering plans.

**C. Project Deliverables**

1. The COUNTY shall provide monthly updates on project progress. These updates shall include pictures and any physical reports and invoices provided to the COUNTY by its subcontractors on the project and approved by the COUNTY.

**D. Project Cost**

1. Upon certification by the COUNTY Engineer and DISTRICT approval that the project is complete and in accordance with COUNTY engineering plans the DISTRICT'S project cost will be 50% of the actual costs not to exceed \$110,000.

**E. Project Revisions**

1. Based on constraints that may come up during project completion, revisions may be made to the stormwater components, as identified above. COUNTY revisions shall be approved by the DISTRICT in writing and in advance and be in accordance with the purpose of the stormwater components of the project, to eliminate a direct stormwater discharge to Outstanding Florida Waters.

**Task IV. Key Largo**

**A. Site Improvements**

1. In accordance with COUNTY engineering plans, as approved by the DISTRICT, site improvements shall be made to the area within the rights-of-way identified below. The COUNTY or its subcontractors shall make site

improvements in accordance with standard engineering practices under the direction of the COUNTY Engineer.

(a) Road Rights-of-Way

- (1) Arctic Avenue
- (2) Cuba Road
- (3) Harry Harris Drive
- (4) Hispaniola Road
- (5) Indian Avenue
- (6) West Indies Drive
- (7) Ellis Drive
- (8) Esther Street
- (9) Susan Street
- (10) Robert Street
- (11) Pamela Street
- (12) Caribbean Drive
- (13) Laguna Avenue
- (14) Ocean Bay Drive

2. Site work shall include construction of all new or repair of existing stormwater drainage structures as provided in COUNTY engineering plans.

B. Site Inspection

1. At times agreeable to the DISTRICT and the COUNTY (County Engineer) site inspections of the project shall be made prior to and at project completion. The purpose of these inspections shall be to allow the DISTRICT to verify that the project is proceeding according to COUNTY engineering plans.

C. Project Deliverables

1. The COUNTY shall provide monthly updates on project progress. These updates shall include pictures and any physical reports and invoices provided to the COUNTY by its subcontractors on the project and approved by the COUNTY.

D. Project Cost

1. Upon certification by the COUNTY Engineer and DISTRICT approval that the project is complete in accordance with COUNTY engineering plans the DISTRICT'S project cost will be 50% of the actual costs not to exceed \$75,000.

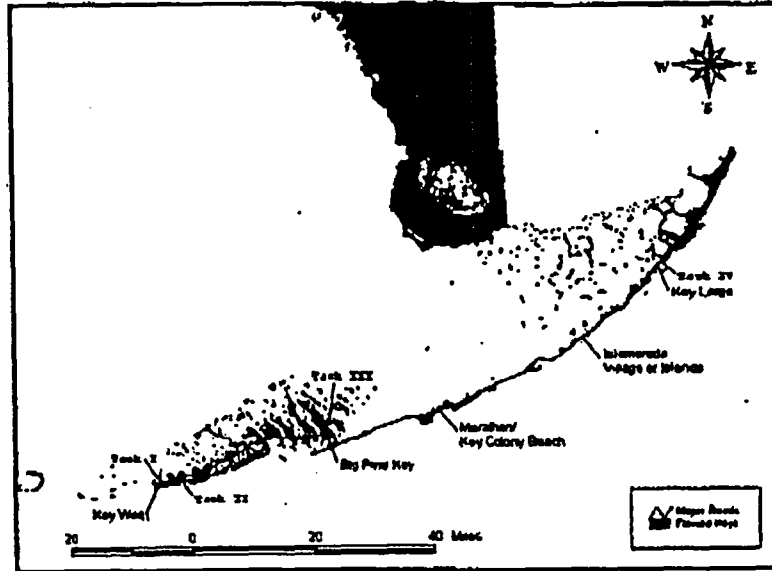
E. Project Revisions

1. Based on constraints that may come up during project completion, revisions shall be made to the stormwater components as identified above. COUNTY revisions shall be approved by the DISTRICT in writing and in advance and be in accordance with the purpose of the stormwater components of the project, to eliminate a direct stormwater discharge to Outstanding Florida Waters.

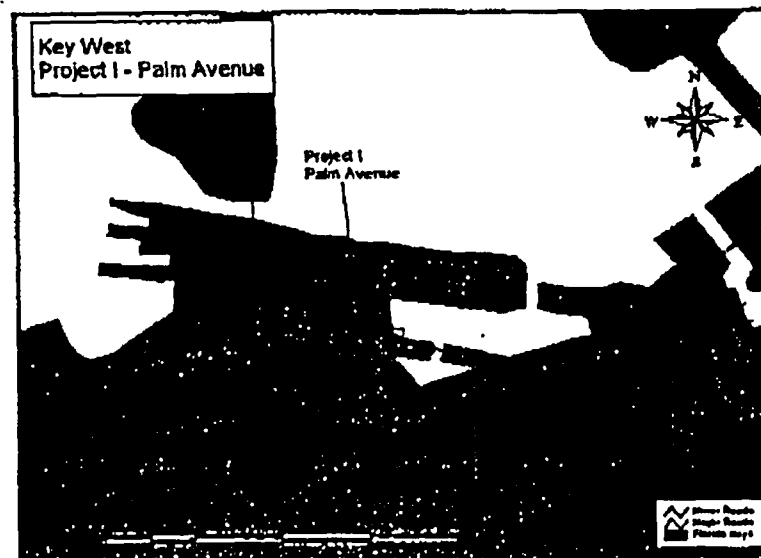
#### 4.0 LOCATION OF THE PROJECT

The area encompassed in this Statement of Work (SOW) is Monroe County, Florida – the Florida Keys. The overall SOW includes four (4) project locations; Key West – Palm Avenue; Stock Island – nineteen (19) streets; Big Pine Key – seventeen (17) streets; and Key Largo – fourteen (14) streets. The following graphics provide both general and specific project location maps.

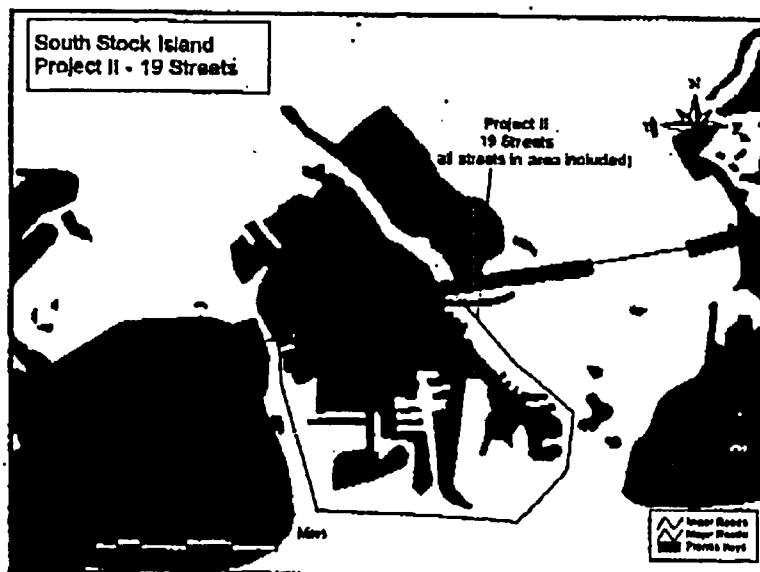
Florida Keys – General Locator



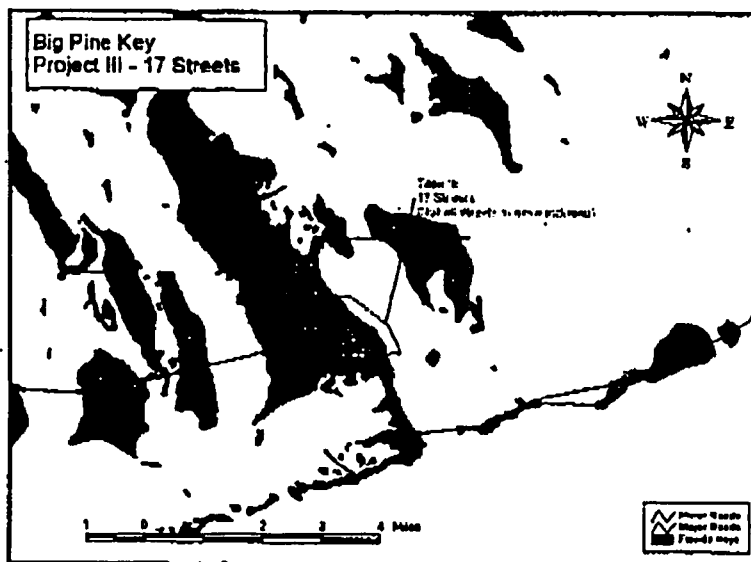
Key West – Palm Avenue



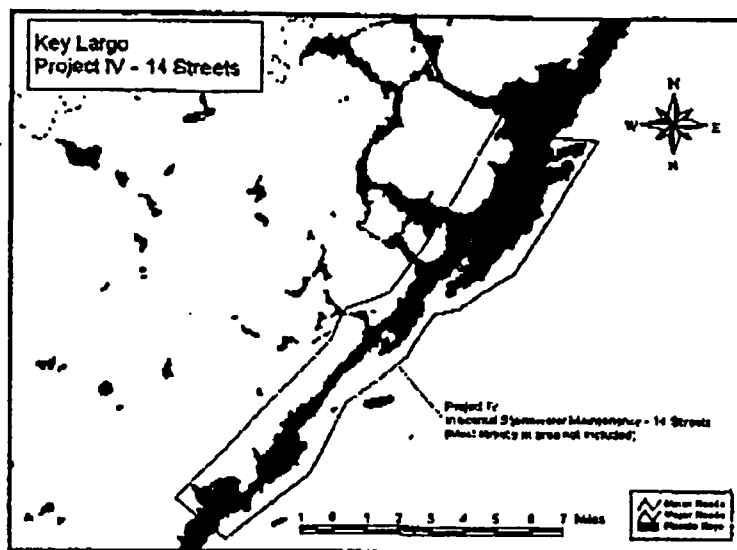
## Stock Island - 19 Streets



## Big Pine Key - 17 Streets



## Key Largo - 14 Streets



## EXHIBIT "D"

## PAYMENT AND DELIVERABLE SCHEDULE

Task No.	Task Description	Deliverable	Due Date	County Cost Share for Stormwater Portion of Road Work	District Not-to-Exceed Payment Amount
I	Key West-Palm Ave.	Monthly rpts, final report, pictures, signage - Constructed Stormwater Project, Task I Final Engineering Plan	12/31/2002	\$439,074	\$210,000
II	Stock Island-19 Streets	Monthly rpts., final report, pictures, signage - Constructed Stormwater Project, Task II Final Engineering Plan	06/30/2003	\$854,624	\$405,000
III	Big Pine Key-17 Streets	Monthly rpts., final report, pictures, signage - Constructed Stormwater Project, Task III Final Engineering Plan	06/30/2003	\$125,000	\$ 110,000
IV	Key Largo-14 Streets	Monthly rpts., final report, pictures, signage - Minor Stormwater Improvements, Task IV Final Engineering Plan	06/30/2003	\$ 50,000	\$ 75,000
Total				\$1,468,698	\$800,000

The County shall invoice on a completion of deliverable basis and provide written certification by the County Engineer on behalf of the County that this project is completed in accordance with Exhibit "C" to this Agreement and District approved County Engineering Plans.

The County shall invoice the District in accordance with this Payment and Deliverable Schedule. Payment is subject to receipt and acceptance of deliverables by the District up to the not-to-exceed amount specified above. All invoices shall reflect actual costs incurred by the County up to the not-to-exceed amount for each deliverable and shall be accompanied by adequate supporting documentation as described in Article 3.2 of the Agreement, including copies of invoices paid by the County to justify all costs incurred.